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Kingston, City Of And Kingston Pba
Union, Inc

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CONTRACT BETWEEN

THE CITY OF KINGSTON

AND THE

KINGSTON P.B.A. UNION, INC.

JANUARY 1, 1998 - DECEMBER 31, 2000

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

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CONCILIATION

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THIS AGREEMENT, made as of 1/4, 2001, by and between the City of Kingston, New York a municipal corporation of the State of New York, hereinafter referred to as "City," and the Kingston P.B.A. Union, Inc., a voluntary association, hereinafter referred to as "Union."

ARTICLE I

UNION RECOGNITION

1. The City hereby recognizes as the exclusive bargaining representative for all classes and grades of personnel of the Kingston Police Department, except the Chief of Police and the Deputy Chief of Police for the purpose of negotiating collectively in the determination of and administration of grievances arising hereunder, the terms and conditions of employment and to negotiate and enter into written agreements for and on behalf of represented employees. The Police Department secretary shall be considered a represented employee and shall be represented by the Union. Dispatchers shall be recognized as members of the Union.

ARTICLE II

NO STRIKE PLEDGE

1. The Union acknowledges, pursuant to Section 210 of Civil Service Law of the State of New York that the public employees so represented by it and the Union itself are prohibited from engaging in strikes against the City, and are further prohibited from in any way causing, instigating, encouraging or condoning such strikes and pledges for itself and its membership that it will not engage in strikes nor any activity which will or may tend to cause, instigate, encourage or condone a strike, slowdown or other activity which will have like or similar effect.

ARTICLE III

PROBATIONARY PERIOD

1. For all new regular employees by the City in the Police Department, from and after the

date hereof, there shall be a probationary period as fixed by the rules and regulations of the Department promulgated by the Board of Police Commissioners, and during such probationary period, the provisions hereof, shall not apply to such employees, but they shall be governed solely by the probationary period regulations so fixed and provided. Such probationary period regulations shall not exceed 12 months in duration. Further, the selection of and hiring of additional personnel of such Department shall be the exclusive responsibility of the Police Commissioner, as aforesaid. No new employee so hired shall be required as a condition of his employment to join or become a member of the Union, either upon his employment or thereafter.

ARTICLE IV EXISTING RIGHTS AND REGULATIONS

1. All other rights, privileges, duties and obligations presently in effect under the terms of the previous contract between the parties shall remain in full force and effect unless specifically modified or changed herein.

ARTICLE V SAVING CLAUSE

1. Should any term or provision of this contract be in conflict with any State or Federal Statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this contract will continue in full force and effect.

2. If any article or section of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this agreement shall be affected.

ARTICLE VI
DEFINITION OF REGULAR EMPLOYEE

1. A regular employee is defined as a regular police officer or full time dispatcher duly appointed by the Board of Police Commissioners from a Civil Service eligibility list. For purposes of Article III, XXVI and XXX of this contract, the insertion of the word "regular" is to apply to all employment commencing from the date of this contract forward. For the purposes of Article III, XXVI and XXX employment shall mean initial employment, whether as a special or probationary employment or otherwise, as it applies to all employment prior to the date of this agreement.

ARTICLE VII
TERM OF CONTRACT

1. This contract shall be for a period of three (3) years commencing on January 1, 1998 and ending December 31, 2000. This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing, not earlier than September 1 and no later than September 14 of party's intention to change, alter, amend or terminate this contract. It is agreed that in the event such notice is given, that negotiations shall begin not later than fifteen (15) days from the date of such notice.

ARTICLE VIII
INDEMNIFICATION AGAINST LIABILITY

1. The City will indemnify all members of the Police Department against losses arising out of any judgments of claims for acts committed by them in the discharge of their duties and in the course of their employment, provided that such losses did not result from the willful and wrongful act or gross negligence of such members.

ARTICLE IX
LIABILITY FOR STOLEN OR DAMAGED POLICE EQUIPMENT

1. The City shall be liable for stolen or damaged police equipment in personal vehicles

while they are on an assignment post or in the Police Department parking lot providing such that the theft or damage is verifiable. Such theft or damage must be a result of forced entry into the vehicle. The vehicle must be locked when such police equipment is in them.

2. Uniforms or other personal property of an employee damaged or destroyed in the line of duty not as a result of the employee's negligence or carelessness will be reimbursed to the employee by the City to the extent not covered by insurance or otherwise reimbursed to the employee. Provided, however, that employees are on notice that due to the nature of the job duties that jewelry and/or other expensive items or clothing should not be worn. The City will be liable only for reasonable reimbursement, the reasonableness relating not only to the value of the personal property, but also the issue of whether or not it was reasonable for the person to be wearing the personal property in the line of duty.

ARTICLE X

REGULAR WORKWEEK, WORKDAY, WORKSHIFT

1. All employees in the uniform division shall be scheduled to work seven (7) consecutive days, followed by three (3) consecutive days off, followed by seven consecutive (7) days scheduled, followed by four (4) consecutive days off. The four (4) consecutive days off shall always include Friday, Saturday, Sunday and Monday and repeat the cycle.

All employees of the administrative staff and detective division shall be scheduled to work five (5) consecutive days, followed by two (2) consecutive days off, followed by five (5) consecutive days scheduled, followed by two (2) consecutive days off, followed by ~~five (5)~~ ^{four (4)} consecutive days scheduled, followed by three consecutive days off and repeat the cycle. This is a three (3) week schedule with the three (3) consecutive days off occurring at the beginning or end of the scheduled two (2) days off.

All clerical employees shall be entitled to work summer hours from June 1st to August 31st of each year.

For the purpose of creating special units or task forces, the Chief of Police, or his designee, may modify the work schedule provided he/she gives thirty (30) calendar days advance notice of said change. The modification shall not affect the total number of days worked in a calendar year unless the total number of work days is less. The aforementioned shall not apply in a situation of an emergency or temporary nature.

2. All squad schedules shall be prepared at least four (4) weeks in advance. An employee shall, at his request, be granted a Supplementary Day, Time Owed, Personal Leave Day or Vacation Day at any time so long as the taking of such time off does not lower the manpower minimum set by the Board of Police Commissioners. Once an employee has been granted such time off, said time off shall not be canceled. Should the manpower fall below the minimum set by the Board of Police Commissioners, the City shall call employees in to cover the shift on a voluntary system at time and one-half pay. Prior to any change in the minimum manning levels by the Board of Police Commissioners, they shall give sixty (60) days written notice to the bargaining unit of such change.

3. While attending the Municipal Police Training Council ("MPTC") academy and for the duration of the academy employees shall be assigned an eight (8) hour workday Monday through Friday with Saturdays and Sundays scheduled off. Any hours worked beyond the eight (8) hour workday or forty (40) hours in a week shall be paid at time and one-half (1.5x) overtime rate. Upon graduation, the employee shall return to the regular work schedule as described in Article XI.

4. The Chief of Police or his designee may allow the 8-4 tour of duty and 4-12 tour of duty to work one police officer below the minimum manpower established by the Board of Police Commissioners, Monday through Friday only, provided that the cause of the manpower falling below minimum is due to an employee calling out sick on a daily basis only.

For the purposes of this section, calling out sick on a daily basis shall not include an on-the-job

injury or illness or extended sick leave for illness or injury that is accompanied by a doctor's excuse or note.

The determination to work one (1) police officer below minimum manpower shall at all times have the safety and well being of the officers working on a street as a consideration.

5. Section four (4) above is predicated upon the existing staffing levels of the assigned tours of duty and relationship of minimum manpower maintaining the current ratio. That ratio is calculated by dividing the minimum manpower requirement by the total manpower assigned and available to the shift. The result must be greater than .325 and less than .425. The current relationship, as of January 1, 1999, is as follows:

	<u>Min.</u>				<u>Total</u>
12 - 8 Shift	5	Divided by	13	=	.384
8 - 4 Shift	6	Divided by	15	=	.400
4 - 12 Shift	8	Divided by	19	=	.421

ARTICLE XI

STEADY HOURS OF EMPLOYMENT FOR ALL MEMBERS OF THE POLICE DEPARTMENT

1. All employees who have completed thirty (30) months of continuous service shall be entitled to select tour hours of duty based on seniority. The Chief of the Department and Board of Commissioner will be the sole arbiters on the number of police personnel to reach a tour of duty within the framework of such provision, the members of the Department who have thirty (30) months of seniority, by seniority, shall select a tour of duty which they respectively serve. The aforementioned provision shall not apply to any member of this Department while on sick leave, light duty or for any other reason not being able to perform regular police duties.

2. All members of the Department with thirty (30) or less months of active service within

the Department shall be placed on a respective tour of duty at the discretion of the Chief of Police or his appointed designee.

ARTICLE XII OFF-DUTY HOURS

1. Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, any action taken by a member of the force on his time off, which would have been taken by an officer on regular duty, if present or available, shall be considered police action and the employee shall have all the rights and benefits of police officers as if he were on regular duty, if disabled or injured in such activity. Services performed for a third-party employer within the framework of such employment would not be covered by this paragraph, but general police services outside such employment would be covered.

2. A payment of forty (40) hours per month shall be paid to the members of the Detective Division who are required to be on stand-by during said month. This shall be a cash payment paid at the end of said month not to exceed four hundred eighty (480) hours for the Detective Division per calendar year.

ARTICLE XIII UNION RIGHTS

1. The City recognizes the right of the employees represented by the Union to designate representatives of such Union to appear in their behalf in negotiations as to working conditions, grievances, etc., and as to the terms and conditions of written agreements covering employment and the terms thereof. The City further recognizes the right of such Union to communicate directly with its members during working hours, but only so long as such discussions shall not interfere with the carrying out by said employees of their duties.

2. The City further recognizes the right of the Union to use the bulletin board within the

Police Department of the City for posting of such notices and communications for the benefit of its membership, but only as long as such notices shall be consistent with the provisions hereof. In all cases, notices to be posted shall be approved by the Mayor of the City or his designee.

3. Officers of the Union who have been designated by it to effect adjustment of grievances or assist in the administration of this agreement shall be allowed reasonable amount of time free of their regular duties to carry out obligations, but always provided such work is not interfering with the regular employment duties of such employee.

4. The President of the Union shall be granted time off with pay for attending to Union functions and activities subject to the approval of the Board of Police Commissioners or its designee, which consent and approval will not be unreasonably withheld. Such time off and the approvals therefore will bear in mind that the President of the Union is expected to attend New York State meetings two (2) days a month for approximately nine (9) months of each year, and an annual convention of three (3) days, and occasional other meetings and functions. Additionally, an alternate delegate shall be granted time off with pay for attending the annual convention of three (3) days, subject to the approval of Board of Police Commissioners or its designee, which consent and approval will not be unreasonably withheld. In the event that illness or other valid reason prevents the President from attending any such meeting or function, the President may designate a representative to attend in his place and stead pursuant to the same guidelines for the President's attendance there at as herein set forth.

5. No member shall be ordered or asked to submit to a Polygraph (lie detector) test for any reason. Such test may be given if requested by the member.

6. No member shall be required to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be provided

otherwise by specific statutory law. Such test may be given if requested by the member.

7. The following is the "Union Rights Clause" as presented by the Union:

A. The interrogation or interview of members of the force by superior officers for civil disciplinary purposes shall be done at reasonable hours and while the member is still on duty, unless the needs of the investigation dictate otherwise.

B. Any questioning shall take place at a location designated by the Chief of Police. That location shall ordinarily be at Police Headquarters or a location having a reasonable relationship to any incident in which the member was involved.

C. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to apprise the member of any allegation should also be provided. If a person is being questioned as a witness only, he should be so informed in the initial contact.

D. All questioning shall be reasonable in length and, if necessary, reasonable breaks will be allowed.

E. All members of the force shall be obligated to answer any questions concerning their conduct as it relates to their employment except those questions which violate their constitutionally legal or contractual rights.

F. Members of the force shall not be subject to the use of offensive language by the investigating officer, nor shall the investigating officer threaten any member with transfer or disciplinary action unless he refuses to answer proper questions. The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising a member of the force of the character of the discipline that the Department intends to impose, nor from advising the member of the force that if he refuses to answer proper questions as

above that he may be subjected to additional charges.

G. The questioning of any member of the force under these provisions shall be recorded mechanically, or by Department stenographer. There will be no "off the record" questions except by mutual consent of both parties. All recesses called during the questioning shall be recorded.

H. Any disciplinary action taken against a member of the force shall be pursuant to Section 75 of the Civil Service Law and the provisions of this contract establishing the proceeding to be followed under that Section, provided, however, that nothing contained in this contract shall preclude the option of command discipline instead of Section 75.

I. Questions of the use of unsafe equipment will be reviewable under the grievance procedure. While officers will be required to follow orders on the use of equipment, grievances will be allowed to proceed through the grievance procedure if they are not resolved at the Board of Police Commissioners level.

J. In the event that a member of the force is subpoenaed to a Public Employment Relations Board proceeding during duty hours, no more than one (1) such officer shall be released for such purposes from any shift in addition to the Union President. Both shall be paid if this occurs during duty hours. If such occurs during non-duty hours, they shall be paid as set forth in Article XXVIII, Section 1, Court Appearances.

ARTICLE XIV CONTRACT ADMINISTRATION

1. In the event of a dispute between the parties of this agreement involving the interpretation or application of any provision of this agreement, the following procedures are to be pursued:

A. The Union of the City having such grievance shall cause the same to be

reduced to writing within ten (10) actual working days after the occasion constituting the grounds of such grievance, and shall cause the same to be presented by Registered Mail to the President of the Board of Police Commissioners of the City or the President of the Union. Either party may request in writing an extension of time of not more than ten (10) days and upon the mailing of such request, the time shall automatically be so extended.

B. Within five (5) full working days following service of such notice of grievance, the parties shall, through regular appointing nominees, set to discuss the subject of such grievance and attempt to satisfactorily and mutually agree upon the disposition thereof.

C. If such grievance shall not be disposed of by such conference, the aggrieved party shall within ten (10) days thereafter, if it be so advised, serve and file a demand for arbitration with the Public Employment Relations Board (PERB) in accordance with the procedure of such Board.

D. Each party shall thereafter cooperate with the Public Employment Relations Board causing a prompt and expeditious arbitration of the disputed matter or matters.

E. All decisions rendered in such arbitration proceedings shall be final and binding on the parties to this agreement.

F. The cost of such arbitration shall be borne in its entirety by the party against whom the Arbitrator makes his decision.

ARTICLE XV

SICK PAY

1. All employees shall be paid for period of sickness, without regard to duration, but such period shall be excluded from computation of overtime. Whenever, in the judgment of the Board of Police Commissioners or their designee, such procedure is advisable, medical proof of such disability or disabling sickness must be furnished by the employee at his own expense, or the employee may be

required to submit to a medical examination by a physician designee of the Board of Police Commissioners as a prerequisite to receiving compensation for such sick time, and the findings of such physician designee shall be final and conclusive and the cost of such physical examination shall be borne solely by the City. The City shall compensate each employee requiring to take his annual physical examination on off-duty time with four (4) hours time owed. If such disability is a result of any injury while working for a third party, the City will not be required to carry such employee for more than ten (10) consecutive days.

ARTICLE XVI PENSION PLAN

1. There is now in full force and effect the New York State Policemen's Retirement Plan for this Department as duly adopted by the Common Council, two (2) plans for retirement, namely a twenty-five (25) year retirement plan under 384-f of the New York State Policemen's and Firemen's Retirement System and twenty (20) year plan under 384-d of said system. In addition plan 375-i shall be added. The arrangements made and now in existence for each member of the Department under such pension plans and all other pension benefits heretofore adopted by Council shall remain in full force and effect and shall be continued.

2. An employee who retires will be paid a sum equivalent to fifteen (15) days at his daily rate of pay at retirement. Each employee will give one (1) year notice of his intention to retire to the Chief of Police or his Deputy, it being understood that such notice of intention to retire shall not require such employee to retire on the date indicated should circumstances thereafter change.

3. Each employee will be provided by the City at its own cost and expense with an officer's badge upon retirement with the word "Retired" or "Ret." stamped thereon.

ARTICLE XVII
DENTAL PLAN

1. The City will provide Type "M" (100% prosthetics plus 100% orthodontics) Dental Plan Coverage Insurance, GHDI, for each employee of the Department and full premium therefore shall be paid by the City. Such coverage shall be for the individual and the members of his family qualified thereunder.

MS - WML
Delta preferred

2. Effective no later than May 31, 1999, the City shall provide the ~~Guardian Dental Guard~~ plan for the individual member of the bargaining unit and the members of his family qualified thereunder at no cost with the following minimum benefits:

- a. There will be no deductible associated with this plan for providers in or out of the network.
- b. There will be at least a \$1,500.00 threshold for maximum benefits paid each year per person covered.
- c. The percentage of charges covered shall be at least 100% for preventive care, 80% for basic care, and 50% for major care.

ARTICLE XVIII
LIFE INSURANCE

1. The City will provide premiums for a \$10,000 permanent life insurance policy for all members who sever their employment by either normal retirement or disability retirement. An additional \$40,000 of term life insurance will be made available to the employees for which the employees will have to pay the premiums, provided, however, the City will provide for all premiums upon a policy of life insurance insuring the life of each employee in the amount of \$50,000.00 per employee, if such coverage is available at a cost not to exceed the City's current expenditure for life insurance (1993 Cost). Each member shall designate the beneficiary of his policy.

ARTICLE XIX
DUES CHECK-OFF

1. Dues payable to the Union shall be deducted from the salary of each represented employee.

ARTICLE XX
IN-SERVICE TRAINING

1. All members of the Kingston Police Department who attend in-service training on off-duty time will be compensated at one and on-half the regular rate of pay. All scheduling of said in-service training must be approved by the Board of Police Commissioners or its agent, in writing. Nothing contained in this paragraph shall apply to training mandated by the State of New York for Police Officers or the Departmental firearm training required for each member of the Scuba Team or the Emergency Operations Team.

ARTICLE XXI
PERSONNEL FILES

1. Upon reasonable notice to the Chief or designee each employee shall be afforded an opportunity by the City to review his personnel file. Such review shall take place at a reasonable time and place.

2. A copy of each insertion in each employee's personnel file shall be given to the affected employee immediately upon its insertion into his file. Within ten (10) days after receipt of such insertion, each employee may respond thereto in writing and a copy thereof shall be inserted into his said file together with the original insertion.

3. All evaluations of each employee made by his Chief Commander, Deputy Chief or Chief of Police shall be entered into his personnel file and may be utilized for promotional purposes.

4. Any member of the Union wishing to review his or her personnel file shall give at least

one (1) day's notice to the Chief of the Department or his designee prior to reviewing said file. All entries made in the file may be initialed by the Union member.

ARTICLE XXII

FOOT PATROLS

1. The beat man shall pull his last twenty (20) minutes before the last hour of his tour of duty. At that time if there are no special instructions from the Desk Sergeant, he will then be relieved of duty and not required to wait for a relief man.

ARTICLE XXIII

SUPPLEMENTARY DAYS OFF

1. Each regular employee of the City with at least one (1) year full time service who has had regular military service in the Armed Forces of the United States of America, and who has been honorably discharged therefrom, shall be entitled to sixteen (16) supplementary days off as a substitute for taking regular, legal and other authorized holidays, and all such employees having tenure but having no such military service shall be entitled to fourteen (14) such days off during each calendar year for the term hereof, and the selection of the specific days for each of such employee affected shall be made by the Board of Police Commissioners or their designee in order to assure proper coverage for the municipality. No employee shall carry over more than ten (10) supplementary days at the end of each calendar year. All supplementary days may be taken by the employee in one-half days, subject to the approval of said employee's squad commander.

2. The City shall grant four (4) Personal Leave Days to all employees at a buy back rate of \$40.00 per day and if one (1) day is not used for each calendar quarter such day shall be payable at the end of that quarter. Such payment will be made at the first Board meeting subsequent to the end of that quarter. Personal leave days will not be designated to an employee at a time when an emergency has been declared to exist in the City of Kingston by either the Mayor or the Chief of Police.

Members shall have the right to request personal leave days without having said request unreasonably denied.

The term unreasonably denied shall be defined as follows:

Uniformed Division. (a) Personal Leave Days will be granted immediately when there are more than five (5) Officers on duty or scheduled for duty in the requesting Officer's squad, provided an emergency condition does not exist. (b) When there are five (5) or less Officers on duty in the requesting Officer's squad, one (1) Personal Leave Day may be granted without question on a first come, first served basis. Any subsequent requests for Personal Leave Days during that tour shall be granted only in circumstances of a personal emergency or any other personal crisis, at the discretion of the Shift Commander.

Detective Division. (a) Personal Leave Days shall be granted immediately as long as only one (1) request per tour is made, and an emergency does not exist. All other Personal Leave Day requests shall be made at the discretion of the Commanding Officer of the Detective Division. In any event, Personal Leave Day requests shall not be unreasonably denied.

Staff and Administrative Personnel. (a) Personal Leave Days shall be granted by the Chief or Deputy Chief of Police on an individual request basis and at no time shall they be unreasonably denied. Other than the aforementioned circumstances, Personal Leave Days do not have any other priority over any other requests for days off.

3. All employees shall be entitled to four (4) bereavement days to include the day of the funeral. In the event of a death in a member's family, immediate family shall be defined as follows: Spouse, Son, Daughter, Mother, Father, Brother, Sister, Grandparents, Mother and Father-in-Law, Foster and/or Step Parents, Foster and/or Step Parents-in-Law, Grandchildren and Step and/or Foster Children.

Day of the funeral leave shall be allowed for attendance for all other family members related by blood or marriage not listed above. This bereavement day requires a prior notice of twenty-four (24)

hours. In the event that such bereavement occurs either on the time off of the employee or partly on his time off or partly during his working hours, only such actual working days during which such four (4) day bereavement shall fall shall be deemed included in this special leave allowance.

4. The City shall supply to the Union twenty-four (24) Union Days per year. These Union Days shall be under the control of the Union President, and granted by him or her to any Union member.

ARTICLE XXIV

VACATION TIME AND SCHEDULING

1. For the period of this contract, the following vacation schedule shall be applicable for the employees covered hereunder and all such vacation time shall be taken in each calendar year during the term hereof, but may be carried over from year to year to a total accumulation of not more than forty (40) days at the end of any given year.

- A. For one (1) year of service, but less than five (5) years, fifteen (15) days paid vacation.
- B. For five (5) years of service, but less than ten (10), twenty-two (22) days paid vacation.
- C. For ten (10) years of service, twenty-seven (27) days paid vacation.

2. The anniversary date of the appointment of the employee shall govern in ascertaining the eligibility of said employee for vacation entitlement, and the vacation shall be taken in the year of such anniversary.

3. The Board of Police Commissioners shall be the final arbiters in arranging vacation schedules.

4. Lieutenants and sergeants shall choose their vacation separately from patrolmen and their respective squads according to their rank and length of service in rank.

5. Employees may convert any number of weeks of vacation into supplementary days any time during the year except in December when prior approval by their squad lieutenant will be needed

due to the paperwork involved.

6. The City shall allow any member to convert one (1) week of his vacation to forty (40) hours T/O. Prior notice shall be made at time of Squad vacation pick. This T/O must be used within two (2) years of the conversion and no more than ten (10) hours may be carried over from year one to year two.

7. There shall be two (2) separate vacation lists; one for Lieutenants and Sergeants and one for Patrolmen and Dispatchers.

ARTICLE XXV EDUCATION INCENTIVE - PHYSICAL FITNESS

1. The City agrees, with the prior written approval of the Chief of the Department, which approval shall not unreasonably be denied, to reimburse each employee with over one (1) year service for college level courses taken at an accredited college or university leading to any degree in Criminal Justice or related field during the term of this agreement as follows:

A. Fifty percent (50%) of the cost of tuition, mandatory registration fees, books and fees for laboratory materials which remain unpaid by the Law Enforcement Education Program, Law Enforcement Assistance Administration, Department of Justice, upon the presentation of paid receipts for same.

B. Fifty percent (50%) of the cost of tuition, mandatory registration fees, books and fees for laboratory materials upon successful completion of such course or courses as evidenced by satisfactory proof of a passing grade therein.

2. Any member possessing or acquiring an Associates' Degree will receive 1% over his base salary. Any member who possesses or acquires a Bachelor's Degree shall receive 2% over his base salary.

3. The City shall reimburse the members of the Department the cost of a physical fitness

membership at an area fitness training center with a maximum payment of One Hundred (\$100.00) Dollars per year.

ARTICLE XXVI
ATTAINMENT OF TOP SALARY

1. Upon completion of regular patrolmen of five (5) consecutive years of service, they shall be entitled to receive the top salary for such position then in effect.

ARTICLE XXVII
SALARY SCHEDULES

1. All salaries shall be set forth in the annexed "Schedule A" made part hereof by this reference commencing January 1, 1998.

a. The Academy rate shall equal ninety percent (90%) of the starting rate of pay. It shall only be payable to a newly hired Police Officer who at the time of hire does not have current Municipal Police Training Council (MPTC) certification. It shall be paid only for the first 18 weeks after that employee's date of hire, regardless of when he attends MPTC training. Thereafter that employee shall be paid the starting rate of pay for the remaining 34 weeks of their first year of employment.

Example - If a new employee is hired in April, and will be required to attend MPTC according to New York State Standard, they shall be paid the academy rate for their first 18 weeks and the starting rate until his anniversary the following April, at which time they shall be paid at the 1 year complete rate. The City will send the new employee to MPTC at the time they desire and according to New York State Law. When he attends MPTC he will be paid the rate he is entitled to according to his time of service. While attending MPTC, he shall work Monday through Friday with Saturday and Sunday off.

b. Any employee hired as a Police Officer who has completed and retains current MPTC

certification shall be paid at the starting rate of pay for this entire first year and not at the academy rate.

ARTICLE XXVIII

OVERTIME

1. All of the working hours in excess of forty (40) in any workweek shall be denominated overtime hours and shall be compensated for at the rate of time and one-half at the election of the employee. In no event shall a uniform employee be specially called out or kept on standby or alert, either at Headquarters or elsewhere, without receiving credit for a minimum of two hours pay for such duty. Detective Division and Juvenile Aide Bureau members may be put on standby without receiving overtime or time owed unless actually called out. All court appearances on off-duty hours shall be compensated for with a minimum of three (3) hours time owed or time and one-half for actual time spent in court, whichever is greater. All after duty tour time in the regular service of the City which have been specifically authorized in writing by a superior officer in charge of the Department at the time of such authorization, Pursuant to rules and regulations adopted by the Board of Police Commissioners, shall be considered overtime, without minimum guarantee.

2. Each employee who works more than four (4) consecutive hours of mandated overtime contiguous to the employee's regular shift shall be paid a meal allowance for a meal commensurate with the time of day during which such overtime is worked. For purposes hereof, "breakfast" shall be reimbursed for overtime from 1:00 a.m. to 10:00 a.m.; "lunch" shall be reimbursed for overtime from 10:01 a.m. to 3:00 p.m.; and "dinner" shall be reimbursed for overtime from 3:01 p.m. to 12:59 a.m., each such time being computed from a point four (4) hours after commencement of such overtime. Reimbursement shall be at the rate for each meal set forth in the annexed Schedule B and by this reference made part hereof.

3. Meal allowances for an out-of-town assignment will be based on the member being out

of town for six hours.

4. Meal allowances shall be paid from petty cash fund providing member produces a bona fide receipt for meals.

ARTICLE XXIX CLOTHING ALLOWANCE

1. Pursuant to the Rules and Regulations of the Internal Revenue Service with respect to an "accountable plan", the City shall provide to all employees covered by this agreement an annual uniform/clothing allowance in each year of the contract to be paid on the payroll period ending nearest to June 15th and December 15th of each year according to the following schedule:

<u>1/1/98</u>	<u>1/1/99</u>	<u>1/1/00</u>
\$800.00	\$850.00	\$900.00

There will be no withholdings from the uniform/clothing allowance providing that the employee provides documentation substantiating that these are reimbursements. Reasonable documentation would include original receipts from vendors (dry cleaners, clothing stores, etc.) dated contemporaneously with the transaction. In the event that an employee provides documentation for only a portion of the uniform/clothing allowance, there will be withholdings on that portion of the allowance for which no documentation is provided.

2. In the event of retirement or resignation of any employee, the uniform/clothing allowance for such employee for such year shall be on a pro-rata basis computed upon the exact percentage of time employed during such year.

3. All personnel shall be entitled to receive the uniform/clothing allowance in two equal installments as set forth above but for all new appointees, full allowances shall be made upon the assumption of the new employee of his official duties and shall be in the full amount payable for that year.

ARTICLE XXX
LONGEVITY

1. Longevity shall be computed from the anniversary date of regular employment.
2. Each employee shall receive longevity increments in addition to their regular salaries on the anniversary of their date of hire at the start of the following years of service in accordance with the following schedule:

<u>1/1/1998</u>		<u>1/1/1999</u>		<u>1/1/2000</u>	
7 - 10 years	\$ 400	7 - 9 years	\$ 400	7 - 9 years	\$ 425
11 - 14 years	\$ 800	10 - 12 years	\$ 800	10 - 12 years	\$ 850
15 - 18 years	\$1,200	13 - 15 years	\$1,200	13 - 15 years	\$1,275
19 - 23 years	\$1,600	16 - 17 years	\$1,600	16 - 17 years	\$1,700
24 years and above	\$2,000	18 years and above	\$2,000	18 years and above	\$2,125

ARTICLE XXXI
TIME OWED

1. Accumulated time owed prior to the inception of this contract shall be continued indefinitely.
2. Accumulation of time owed hereafter shall not be carried over from year to year in excess of fifty (50) hours, it being understood that no member may carry over in excess of fifty (50) hours at any time hereafter during the term of his employment.
3. In the event that a member does not utilize all time owed hereafter in excess of fifty (50) hours in any given calendar year, he will be paid at his rate of pay at the time of accumulation of such time owed, immediately upon adoption of the City's budget for the succeeding year.

ARTICLE XXXII
OUT-OF-RANK PAY

1. Any employee working a full tour at a position, grade or title higher than his normal assigned position, grade or title shall be paid at the higher rate for that position, grade or title. It is understood that this provision does not pertain to plain clothes assignments.

ARTICLE XXXIII
COST OF COPIES OF THE 1998-2000 CONTRACT

1. The parties hereto agree to share equally in the cost of copies of the 1998-2000 contract for each member of the Union.

ARTICLE XXXIV
MEDICAL PLAN

1. The members of the Union shall receive medical coverage in 1986 in the form of a better medical plan.

2. Employees hired on or after January 1, 1994 shall pay 10% towards health insurance premium (individual and family). In addition, upon forty-five (45) days notice to the union, the City may change health insurance plans, so long as benefits are comparable to or better than the existing plan.

3. Effective January 1, 1999, employees hired on or after January 1, 1994 shall pay the lesser of ten percent (10%) of the total annual premium or \$500 towards their health insurance premium (individual or family) in each calendar year. In addition, upon forty-five (45) days notice to the union, the City may change health insurance plans, so long as benefits are comparable to or better than the existing plan.

4. The City shall provide a yearly health insurance buy out option to all employees in the bargaining unit pursuant to the City's resolution of July 12, 1988.

ARTICLE XXXV
SAFETY AND UNIFORM COMMITTEE

1. There shall be a Safety and Uniform Committee comprised of three (3) Police Commissioners appointed by the Mayor, three Union members appointed by the P.B.A. President, and the Chief and/or Deputy Chief of Police.

ARTICLE XXXVI
DRUG TESTING

1. All officers shall be subject to mandatory random drug testing at the discretion of the Chief of Police.

2. Urinalysis samples will be collected under the supervision of the Chief of Police or his designee. Collection of the specimen will take place with a supervisor in the area, but without direct observation, unless circumstances warrant. Two (2) samples will be taken, and each container will be sealed, dated and initialed by the person being tested and the person supervising the collection process. Both samples will be forwarded to the testing laboratory designated by the City.

3. All drug testing will be performed by an accredited testing facility.

4. The cost pertaining to the collection and testing of samples will be borne by the City.

5. The testing procedure shall consist of a two (2) step procedure:

- a. Initial screening test;
- b. Confirmation test.

6. Urine samples shall first be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive, rather, it will be classified as "confirmation pending". If a confirmation test is required, the second sample will be utilized for the confirmation test.

7. All tests shall be confidential until after a confirmation test has been completed. After a

confirmation test has been completed, the results will be confidential pending notification first to the individual testing positive.

8. There shall be no action taken (no rescheduling, changing of duty or assignment, etc.) by virtue of a "confirmation pending" except that at the discretion of the City, a person testing positive may be placed on paid leave pending confirmation.

9. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis. A dispute as to whether or not the laboratory selected is properly accredited and/or capable of meeting the criteria set forth in these drug testing procedures shall be subject to arbitration pursuant to the grievance procedure in the contract. A finding that the laboratory is not capable will void all results. The PBA and the City agree to meet annually and to designate a laboratory to be used for testing.

10. Employees having negative drug test results and/or having no confirmation of illegal drugs shall receive a memorandum stating that no illegal drugs were found. Any employee testing positive shall be notified and shall be subject to immediate disciplinary action.

11. An employee who refused to participate in the drug test shall be subject to immediate disciplinary action.

12. Notwithstanding all of the above, these procedures shall not be effective for sixty (60) days after the effective date or ratification date (whichever is later) of the contract. During those sixty (60) days, there shall be an amnesty period, during which time any employee who wishes may seek counseling for drug and/or alcohol abuse without being subject to any penalty for advising of their status as an abuse, said employee shall not be subject to the procedures herein until after they have successfully completed a counseling program or have withdrawn from a counseling program.

13. In the absence of reasonable suspicion, no one will be subjected to drug testing more than three (3) times in any nine (9) month period.

ARTICLE XXXVII
GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURES

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the City of Kingston

“who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.”

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

- a) Employer: The City of Kingston
- b) Chief: The Chief of Police of the City of Kingston
- c) Claimant: Any Police officer of the City of Kingston who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties.
- d) Claims Manager: The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.
- e) Section 207-c Benefits: The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant under Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to health insurance in the same manner in which the employee was receiving health insurance when working. An employee receiving Section 207-c benefits shall continue to accrue or be credited with all paid leaves, such as, sick, vacation, holiday and personal leave as set forth in the collective bargaining agreement, except, shall only be entitled to receive a prorated clothing allowance based on each full quarter of absence.

Section 3. Application for Benefits

1. Any Claimant who is injured in the performance of his duties, or is taken sick as a result of the performance of his duties, shall file a written incident report with the Chief and Claims Manager within twenty-four (24) hours of becoming aware of the injury or illness. Upon sufficient reason, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required twenty-four (24) hours.

2. The incident report shall include, to the extent practicable, the following information:

- (a) the time, date and place of the incident;
- (b) a statement of the facts surrounding the incident;
- (c) the nature and extent of the Claimant's injury or illness; and
- (d) the nature of any possible witnesses to the incident.

3. Where the claimant's injury or illness prevents him/her from filing the application for 207-c benefits, an application for Section 207-c benefits may be filed on behalf of a Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing, using official application form(s), which shall include the following information:

- (a) the time, date and place where the injury or illness producing incident occurred;
- (b) a detailed statement of the particulars of the incident;
- (c) the nature and extent of the Claimant's injury or illness;
- (d) the Claimant's mailing address;
- (e) the names of any potential witnesses; and
- (f) the name and address of all of the Claimant's treating physicians.

4. The Claims Manager may excuse the failure to file the application within the ten (10) calendar day period, upon a showing of good cause.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Claims Manager shall have the authority to:

- (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
- (b) require the production of any book, document or other record that pertains to the application, injury, or illness;
- (c) require the Claimant to submit to one (1) or more medical examinations related to the illness, or injury;
- (d) require the Claimant to sign forms for the release of medical information that bears upon the application;
- (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- (f) do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made within a reasonable time, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant, Employer and the Chief within ten (10) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

An appeal from an initial determination of the Claims Manager must be made within ten (10) calendar days of receipt of the initial determination pursuant to Section 11 of the procedures herein.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time.

Section 6. Medical Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to one(1) or more medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determinations of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his/her regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his/her rights under Section 207-c after

such refusal. An employee who has been deemed to have waived his/her rights under this section may appeal, within ten (10) calendar days of such refusal, and request a hearing pursuant to Section 11 of these procedures.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant or recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.

3. **Payment for Medical and Related Services.** A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

4. No claim for surgical operations or physiotherapeutic procedures costing more than \$150.00 shall be paid unless they were required in an emergency or authorized in advance by the Claims Manager. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based.

Section 7. Light Duty Assignments

1. Any Claimant receiving Section 207-c benefits who is not eligible for or who is not granted an ordinary or accidental disability retirement allowance or retirement for disability occurred in the performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform certain specified light duty. Any Claimant deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.

2. A Claimant who disagrees with the order to report for light duty may request a hearing, pursuant to Section 11 herein, within forty-eight (48) hours after receipt of the order, with the Claims Manager. Where the refusal to report to light duty is based upon conflicting medical documentation, the parties agree that the Claimant will be examined, with the extent of the examination determined by a third (3rd) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the parties are unable to agree upon a third (3rd) neutral physician, he/she will be appointed from an appropriate board certified medical list by the parties. The fees and expenses of that physician shall be paid equally by the parties.

3. Payment of full Section 207-c benefits shall be continued with respect to an employee who disagrees with the order to report to light duty, until it is determined whether the employee is

capable of performing the light duty as set forth in section 2 above. Where a determination has been made that the employee can report to and perform light duty, and that individual fails or refuses to perform light duty, if same is available and offered, that employee's 207-c status shall be discontinued.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c recipient shall be required to notify the Claims Manager of any change in his or her condition which may enable the recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every 207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

(a) requiring recipient to undergo medical examination by physician or medical providers chosen by the Claims Manager;

(b) requiring recipient to apprise the Claims Manager as to their current condition;
and

(c) requiring recipients or any other involved parties to provide any documentation, books, or records that bear on the recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including but not limited to those reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits, the Claims Manager shall seek to terminate such benefits pursuant to the provisions of Section 11 of this procedure. Notice of such termination and the reasons therefore shall be served by mail upon the Claimant and the Chief. Pending a determination with respect to the employee's eligibility, the employee shall continue to receive 207-c benefits.

Section 11. Hearing Procedures

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer related to the issues to be determined. The parties shall attempt to agree on a mutually acceptable Hearing Officer. In the event the parties cannot agree, the Hearing Officer shall be selected in accordance with Article XIV - Contract Administration, Sub-section 1(C) of this Agreement. The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. Either party or the Hearing Officer may cause a transcript to be made. The Claimant and the Employer agree to share equally the costs of the transcript. After the hearing, the Hearing Officer shall render a determination which shall be final and binding upon all parties. Any such decision of the Hearing Officer shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice

Law and Rules. The fees and expenses of the Hearing Officer shall be borne equally by the parties.

2. In the event there is a medical dispute between the employee's doctor and the Employer's doctor as to whether the employee is or was disabled and unable to perform his/her regular duties, the parties agree to select a third (3rd) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the parties are unable to agree upon a third (3rd) neutral physician, he/she will be appointed from an appropriate board certified medical list by the parties. The fees and expenses of that physician shall be paid equally by the parties.

Section 12. Coordination with Workers' Compensation Benefits

1. Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received 207-c benefits. If the Claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Workers' Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous


1. A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.

2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

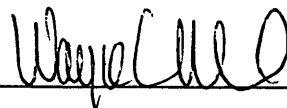
3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.

IN WITNESS WHEREOF, the parties have hereby executed this agreement this 4th day
of JAN, 2001.

CITY OF KINGSTON



KINGSTON P.B.A. UNION, INC.



Kingston PBA Contract

SCHEDULE "A"

	<u>1/1/1998</u>	<u>1/1/1999</u>	<u>1/1/2000</u>
<u>Police Officer</u>			
* Academy Rate	-----	\$29,449	\$30,333
Starting Rate	\$31,923	\$32,721	\$33,703
After 1 Year	\$33,675	\$34,517	\$35,553
After 2 Years	\$34,819	\$35,689	\$36,760
After 3 Years	\$36,169	\$37,073	\$38,185
After 4 Years	\$36,885	\$37,807	\$38,941
After 5 Years	\$38,238	\$39,554	\$41,136
Detective	\$39,635	\$40,986	\$42,611
Sergeant	\$41,453	\$43,154	\$45,136
Det. Sergeant	\$42,031	\$43,542	\$45,136
Lieutenant	\$45,188	\$47,303	\$49,247
Ptl./Det. Lieutenant	\$46,309	\$47,812	\$49,247

* ACADEMY RATE

a. The Academy rate shall equal ninety percent (90%) of the starting rate of pay. It shall only be payable to a newly hired Police Officer who at the time of hire does not have current Municipal Police Training Council (MPTC) certification. It shall be paid only for the first 18 weeks after that employee's date of hire, regardless of when he attends MPTC training. Thereafter that employee shall be paid the starting rate of pay for the remaining 34 weeks of their first year of employment.

Example - If a new employee is hired in April, and will be required to attend MPTC according to New York State Standard, they shall be paid the academy rate for their first 18 weeks and the starting rate until his anniversary the following April, at which time they shall be paid at the 1 year complete rate. The City will send the new employee to MPTC at the time they desire and according to New York State Law. When he attends MPTC he will be paid the rate he is entitled to according to his time of service. While attending MPTC, he shall work Monday through Friday with Saturday and Sunday off.

b. Any employee hired as a Police Officer who has completed and retains current MPTC certification shall be paid at the starting rate of pay for this entire first year and not at the academy rate.

	<u>1/1/1998</u>	<u>1/1/1999</u>	<u>1/1/2000</u>
<u>Dispatcher</u>			
Starting	\$30,488	\$31,250	\$32,188
After 1 Year	\$31,159	\$31,938	\$32,896
After 2 Years	\$31,830	\$32,626	\$33,605
After 3 Years	\$32,477	\$34,289	\$36,318
<u>Senior Typist</u>			
Starting	\$26,689	\$27,356	\$28,177
After 1 Year	\$27,361	\$28,045	\$28,886
After 2 Years	\$28,034	\$28,735	\$29,597
After 3 Years	\$28,705	\$29,523	\$30,508

SCHEDULE B
MEAL ALLOWANCE REIMBURSEMENT

Breakfast	\$7.50
Lunch	\$7.50
Dinner	\$7.50